### APPROVAL OF CONSENT AGENDA

## TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Manny Diez, Director Public Works / Capital Projects (954) 797-

1245

**PREPARED BY:** Dan Oyler, Assistant Public Works Director, (954) 797-1840

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** All

**ITEM REQUEST:** Schedule for Council Meeting

**TITLE OF AGENDA ITEM:** AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO ENTER INTO A "STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT FOUR (4) MAINTENANCE MEMORANDUM OF AGREEMENT - INCLUSIVE AGREEMENT.

**REPORT IN BRIEF:** The Town has previously entered into numerous Maintenance Memorandums with the Florida Department of Transportation for the beautification and maintenance of, including but not limited to, State Road-7 (441), University Drive, Flamingo Road, Stirling Road and Griffin Road. This Inclusive Agreement combines all of the previous agreements into one base agreement and includes the new project for State Road-7 (441).

**PREVIOUS ACTIONS:** Resolutions, 2007-314, 2007-17, 2005-289, 2004-107, 2001-99, 2000-189, 1999-306, 1999-305, 1998-267, 1997-410, 1997,285, 1997-168, 1996-92, 1994-390, 1991-173.

**CONCURRENCES:** Public Works Department

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

## **RECOMMENDATION(S):** Motion to approve resolution

Attachment(s): Resolution & Agreement

RESOLUTION	

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO ENTER INTO A "STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT FOUR (4) MAINTENANCE MEMORANDUM OF AGREEMENT – INCLUSIVE AGREEMENT

WHEREAS, the Town and the Florida Department of Transportation have entered into previous Maintenance Memorandum of Agreements to maintain landscape improvements on Florida Department of Transportation right-of-ways; and

WHEREAS, the Town and the Florida Department of Transportation intend for this agreement to

replace and supersede the agreements adopted by Resolutions, 2007-314, 2007-17, 2005-289, 2004-107,

2001-99, 2000-189, 1999-306, 1999-305, 1998-267, 1997-410, 1997,285, 1997-168, 1996-92, 1994-390,

1991-173: and

WHEREAS, after review, the Town Council authorizes the Mayor to execute the State of Florida Department of Transportation District Four (4) Maintenance Memorandum of Agreement – Inclusive Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

<u>SECTION 1</u>. The Town Council authorizes the Mayor to execute the State of Florida Department of Transportation District Four (4) Maintenance Memorandum of Agreement – Inclusive Agreement.

<u>SECTION 2</u>. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOP	TED THIS	DAY OF		, 2009
MAYOR/COUR ATTEST:	NCILMEMBE	R		
TOWN CLERK				
APPROVED THIS	DAY OF		, 2009	

86220000, 86190000

86015000, 86016000

S.R. Nos.:

7, 817, 823, 818, 848

COUNTY:

**Broward** 

FM Nos.:

416876-1-52-01

408439-154-01 416553-1-58-01 411323-1-52-02

413796-1-52-01

421672-1-52-01

403698-1-72-01

4119110, 4119110, WPI Nos.

4119110, 4612014, 4110571, 4111149,

4110998

#### **DISTRICT FOUR (4)** MAINTENANCE MEMORANDUM OF AGREEMENT **INCLUSIVE AGREEMENT**

THIS AGREEMENT, made and entered into this 20\_\_\_\_, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, hereinafter called the DEPARTMENT and the TOWN OF DAVIE, of the State of Florida, existing under the Laws of Florida, hereinafter called the AGENCY.

#### WITNESSETH:

WHEREAS, the DEPARTMENT has jurisdiction over State Roads 7, 817, 823, 818, and 848 as part of the State Highway System as described in Exhibit A; and

WHEREAS, the DEPARTMENT seeks to install or has installed and maintains certain landscape improvements within the right-of-way of State Road 7 (US 441) and SR 817 (University Drive) and the other roads described; and

WHEREAS, the AGENCY and the DEPARTMENT have entered into previous agreements for the AGENCY to maintain landscape improvements on DEPARTMENT right-of-way; and

WHEREAS, as part of the continual updating of the State of Florida Highway System, the DEPARTMENT, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain the highway facilities as described further in Exhibit A attached hereto and incorporated by reference herein; and

WHEREAS, the AGENCYand DEPARTMENT are of the opinion that highway facilities within the AGENCY'S limits that contain landscape improvements to medians and areas outside the travel way to the right of way line and areas within the travel way containing specialty surfacing (concrete pavers, stamped asphalt or stamped concrete), including any hardscape, but excluding standard concrete sidewalk, shall be maintained by periodic pruning, mowing, fertilizing, weeding, litter pick-up, necessary replanting, irrigation repair and any median concrete replacements associated with the specialty surfacing as needed; and

WHEREAS, it is the intent of the AGENCY and the DEPARTMENT that the AGENCY shall maintain all right of way within the medians, outside the travel way and improvements made to the travel way that were made at the request of the AGENCY; and

**WHEREAS**, the AGENCY and DEPARTMENT intend for this agreement to replace and supersede the agreements described in Exhibit C except as otherwise provided in this Agreement; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the AGENCY by Resolution No.\_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_, attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so;

**NOW THEREFORE,** for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

- 1. The recitals set forth above are true and correct and are deemed incorporated herein.
- 2. INSTALLATION OF FACILITIES BY DEPARTMENT

The DEPARTMENT has installed, will install, or cause to be installed *landscape improvements* including: plantings, irrigation and/or hardscape on the highway facilities substantially as specified in the initial plans and specifications hereinafter referred to as the Project and incorporated herein as referenced as State Roads 7, 817, 823, 818, and 848 in Exhibits B, C and D. If there are any major changes to the plans, the DEPARTMENT shall provide the modified plans to the AGENCY and the AGENCY shall provide their approval or disapproval to the DEPARTMENT within 10 business days. The DEPARTMENT may elect to withdraw the landscape improvement if changes are not approved within the given time frame. Hardscape shall mean, but not limited to, any non-standard landscape lighting, any non-standard roadway, sidewalk, median or crosswalk surfacing, such as, but not limited to concrete pavers, stamped asphalt or color stained and/or stamped concrete, fountain, tree grates, and/or decorative free standing wall. This amount may be reduced or eliminated at the sole discretion of the DEPARTMENT due to budgetary constraints of the DEPARTMENT.

#### 3. MAINTENANCE OF FACILITIES

A. The AGENCY agrees to maintain the landscape improvements, as existing and those to be installed and defined as: plantings, irrigation, and / or hardscape within the medians and areas in and outside the travel way to the right of way line as described in Exhibit A. These areas may contain specialty surfacing as existing and as described in Exhibits B, C, and D. The non-standard improvements to the travelway shall be maintained by the AGENCY regardless if the said improvement was made by the DEPARTMENT, the AGENCY, or others by periodic pruning, mowing, fertilizing, weeding, curb and sidewalk edging, litter pickup, necessary replanting, and / or repair following the DEPARTMENT'S landscape safety and maintenance guidelines and Exhibit E, the Maintenance Plan. The AGENCY'S responsibility for maintenance shall include all landscaped / turfed and hardscape areas within the median and areas outside the travelway to the right-of-way and areas within the travelway containing specialty surfacing. It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway caused by the differential characteristics of non-standard surfacing and the associated

header curb and concrete areas on the DEPARTMENT right-of-way within the limits of this Agreement.

- B. Such maintenance to be provided by the AGENCY is specifically set out as follows: to maintain, which means the proper watering and fertilization of all plants and keeping them as free as practicable from disease and harmful insects; to properly mulch the planting beds; to keep the premises free of weeds; to mow the grass to the proper height; to properly prune all plants which at a minimum includes: (1) removing dead or diseased parts of plants, (2) pruning such parts thereof to provide clear visibility to signage or for those using the roadway and or sidewalk; (3) preventing any other potential roadway hazards. Plants shall be those items which would be scientifically classified as plants and include but are not limited to trees, shrubs, groundcover and sod. To maintain also means removing or replacing dead or diseased plants in their entirety, or removing or replacing those that fall below original project standards. Palms must be kept fruit free year round. To maintain also means keeping the header curbs that contain the surfacing treatment in optimum condition. To maintain also means keeping the hardscape areas free from weeds and repairing said hardscape as is necessary to prevent a safety hazard. To maintain also means keeping litter removed from the median and areas outside the travel way to the right of way line. All plants removed for whatever reason shall be replaced by plants of the same species type, size, and grade as specified in the original plans and specifications. Any changes to the original plans shall be submitted by permit application to the DEPARTMENT for review and approval.
- C. If it becomes necessary to provide utilities (water/electricity) to the medians or areas outside the travelway for these improvements, all costs associated with the utilities associated with landscape accent lighting and/or irrigation including, but not limited to the impact and connection fees, and the on-going cost of utility usage for water and electrical, are the maintaining AGENCY'S responsibility.
  - (1) The AGENCY shall become responsible for the above named utility costs upon final acceptance of the construction project by the DEPARTMENT and thereafter. The construction project is accepted prior to the start of the Plant Establishment and Contractor's Warranty Period.

#### AND

- (2) The AGENCY shall be responsible for all the improvements immediately after final acceptance of the construction project by the DEPARTMENT except for plants. The AGENCY shall be responsible for the maintenance of all improvements after the completion of the Plant Establishment and Contractor's Warranty Period.
- D. The above named functions to be performed by the AGENCY may be subject to periodic inspections by the DEPARTMENT at the discretion of the DEPARTMENT. Such inspection findings will be shared with the AGENCY and shall be the basis of all decisions regarding, repayment, reworking or agreement termination. The AGENCY shall not change or deviate from said plans without written approval of the DEPARTMENT.

#### 4. SUPERSEDED PRECEDING AGREEMENTS

This Agreement shall replace and supersede any and all preceding agreements as listed in Exhibit C. The landscape improvement plans attached to the referenced agreements shall by reference become a part of this agreement as if they were attached hereto. The AGENCY shall have the same duty to maintain those landscape improvements under this

Agreement as the Agency did under the previous agreements, and as more specifically detailed in this Agreement.

This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby except as specifically reference in Exhibit C.

#### 5. NOTICE OF MAINTENANCE DEFICIENCIES

- A. If at any time after the AGENCY has undertaken the landscape improvement installation and/or maintenance responsibility mentioned above, it shall come to the attention of the DEPARTMENT'S District Secretary that the limits, or a part thereof, are not properly maintained pursuant to the terms of this Agreement, said District Secretary, may at his/her option, issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the AGENCY, to placing said AGENCY on notice thereof. Thereafter, the AGENCY shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the DEPARTMENT may, at its option, proceed as follows:
  - (1) Complete the installation, or part thereof, with DEPARTMENT or Contractor's personnel and deduct the cost of such work from the final payment for said work or part thereof, or
  - (2) Maintain the landscape improvements or any part thereof, with the DEPARTMENT or Contractor's personnel and invoice the AGENCY for expenses incurred, or
  - (3) At the discretion of the DEPARTMENT terminate the Agreement in accordance with Paragraph 12, and remove, by the DEPARTMENT or private Contractor's personnel, all of the landscape improvements installed under this Agreement or any preceding Agreements except as to trees and palms and charge the AGENCY the reasonable cost of such removal.
- B. The AGENCY agrees to reimburse the DEPARTMENT all monies expended by the DEPARTMENT for the projects listed in Exhibit B, C and D in the amounts listed in those agreements should the landscape improvement areas fail to be maintained in accordance with the terms and conditions of this Agreement in the amounts listed in those agreements.

#### 6. FUTURE DEPARTMENT IMPROVEMENTS

In the event the DEPARTMENT decides to construct additional landscape improvements or modify these improvements within the limits of the rights of way herein previously identified, the DEPARTMENT and the AGENCY shall agree in writing and require signature from the responsible AGENCY (Chairperson/Mayor/City Manager/City Engineer/Director of Public Works/Director of Parks and Recreation approval signature) to the new landscape improvements and maintenance plan thereof. If the AGENCY and the DEPARTMENT are unable to come to an agreement, the DEPARTMENT, in its sole discretion, may install sod and the agency shall be required, pursuant to this Agreement, to continue maintaining said landscape improvements. It is understood between the parties hereto that the landscape improvements covered by this Agreement may be removed, relocated, or adjusted at any time in the future, as determined to be necessary by the DEPARTMENT in order that the adjacent state road be widened, altered, or otherwise changed to meet with future criteria or planning of the DEPARTMENT. The AGENCY shall be given sixty (60) calendar day's notice to remove said

landscape/hardscape after which time the DEPARTMENT may remove same. All permits (including tree permits), fees, and any mitigation associated with the removal, relocation or adjustments of these improvements are the maintaining AGENCY'S responsibility.

#### 7. FUTURE AGENCY IMPROVEMENTS

The AGENCY may construct additional landscape improvements within the limits of the rights of ways identified as a result of this document, subject to the following conditions:

- (a) Plans for any new landscape improvements shall be subject to approval by the DEPARTMENT. The AGENCY shall not change or deviate from said plans without written approval by the DEPARTMENT.
- (b) The AGENCY shall procure a permit from the DEPARTMENT.
- (c) All landscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- (d) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional landscape improvements installed at no cost to the DEPARTMENT.

#### 8. ADJACENT PROPERTY OWNER IMPROVEMENTS

The DEPARTMENT may allow an adjacent property owner to construct additional landscape or hardscape improvements within the limits of the right of-way identified in Exhibit A of this document that the AGENCY shall be responsible for maintaining under this agreement subject to the following conditions:

- (a) Plans for any new landscape improvements shall be subject to approval by the DEPARTMENT and shall require a valid permit attached with a letter of consent to said plans by the AGENCY. The plans shall not be changed or deviated from without written approval by the DEPARTMENT and the AGENCY.
- (b) All landscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- (c) The AGENCY agrees to comply with the requirements of the Agreement with regard to any additional landscape improvements installed by an adjacent owner.

#### 9. PROJECT COST

The DEPARTMENT agrees to enter into a contract for the installation of the Project (SR 7/US 441) for an amount not to exceed \$212,895.00 and for the installation of the Project (SR 817/University Drive)) for an amount not to exceed \$90,000.00 as defined in Exhibit F. This amount may be reduced or eliminated at the sole discretion of the DEPARTMENT or due to budgetary constraints of the DEPARTMENT.

The DEPARTMENT'S participation in the Project cost, as described in Exhibit F is limited to only those items which are directly related to this Project.

The AGENCY shall be invited to assist the DEPARTMENT in final inspection upon completion of the Plant Establishment and Contractor's Warranty Period.

#### 10. AGENCY REIMBURSEMENT

The DEPARTMENT and the AGENCY intend to enter into a separate agreement as further described in Exhibit E attached hereto and made a part hereof. The DEPARTMENT shall be invited to assist the AGENCY in final inspections before acceptance of the job by the AGENCY

#### 11. AGREEMENT TERMINATION

This Agreement may be terminated under any one (1) of the following conditions:

- (a) By the DEPARTMENT, if the AGENCY fails to perform its duties under this Agreement, following ten (10) days written notice.
- (b) By the DEPARTMENT, for refusal by the AGENCY to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the AGENCY in conjunction with this Agreement.

#### 12. AGREEMENT TERM

- A. The term of this Agreement commences upon execution by all parties. The term of this Agreement shall last as long as the landscape improvements exist.
- B. If the DEPARTMENT cancels one or all the project(s) described in Exhibit B, this Agreement shall still be valid.

#### 13. LIABILITY AND INSURANCE REQUIREMENTS

- A. With respect to any of the AGENCY'S agents, consultants, sub-consultants, contractors, and/or sub-contractors, such party in any contract for this project shall agree to indemnify, defend, save and hold harmless the DEPARTMENT from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, subconsultants, contractors and/or subcontractors. The AGENCY shall provide to the DEPARTMENT written evidence of the foregoing upon the request of the DEPARTMENT. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the DEPARTMENT for its own negligence.
- B. In the event that AGENCY contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:
  - (a) AGENCY'S contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of \$500,000.00 per Liability. Coverage must be afforded on a form no more restrictive that the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office and shall name the DEPARTMENT as an additional insured.

- (b) AGENCY'S contractor shall furnish AGENCY with Certificates of Insurance of Endorsements evidencing the insurance coverages specified herein prior to the beginning performance of work under this Agreement.
- (c) Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of AGENCY'S contractor is completed. All policies must be endorsed to provide the DEPARTMENT with at least thirty (30) days notice of cancellation and or/or restriction. If any of the insurance coverages will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.
- 14. The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, nor enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.
- 15. The DEPARTMENT'S District Secretary shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions, and disputes shall be final and conclusive upon the parties hereto.
- 16. This Agreement may not be assigned or transferred by the AGENCY, in whole or in part, without the prior written consent of the DEPARTMENT.
- 17. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this agreement is decided
- 18. EXCEPTION TO SUPERSEDED PRECEDING AGREEMENTS

This Agreement constitutes the complete and final expression of parties with respect to the subject matter hereof and supersedes all prior agreements, understanding, or negotiations with respect thereto, with the exception of the landscape improvements plans incorporated by reference in Exhibit C.

#### 19. NOTICES

Any and all notices given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses:

#### If to the DEPARTMENT:

State of Florida Department of Transportation Planning & Environmental Management 3400 West Commercial Blvd. Ft. Lauderdale, FL 33309-3421 Attention: Elisabeth A. Hassett, R.L.A.

FDOT District IV Landscape Architect

If to the AGENCY: Town of Davie 6591 Orange Drive Davie, Florida 33314 Attention: Mr. Dan Oyler Title: Assistant Public Works

Director

#### 20. LIST OF EXHIBITS

Exhibit A: Town of Davie Maintenance Limits & Agreement Status Graphic

Exhibit B: Project(s) Pending Agreements

Exhibit C: Preceding Project Agreements Descriptions
Exhibit D: Pending Department Project(s) Landscape Improvement Plans

Exhibit E: Maintenance Plan (s)
Exhibit F: Pending Department Project(s) Cost Estimate

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first above written.

AGENCY		STATE OF FLORIDA DEPARTMENT OF TRANSPOI	RTATION
By:Chairperson/Ma	yor	By: Transportation Develop	ment Director
Attest:Clerk	(SEAL)	Attest:Executive Secret	
Approval as to Form	Date	Approval as to Form	Date
Attorney		District General Counsel	

**SECTION Nos.:** 

86100000, 86220000

86190000, 86015000

86080000, 86016000

S.R. Nos.:

7, 817, 823, 818, 848

COUNTY: FM Nos.:

**Broward** 40843915401

416553-1-58-01 41323-1-52-02 413796-1-52-01 421672-1-52-01 403698-1-72-01

WPI Nos.

4119110, 4119110, 4119110, 4612014,

4110571, 4111149,

4110998

#### **EXHIBIT A**

#### TOWN OF DAVIE MAINTENANCE LIMITS

(See Attached Table)

The portion of I-595/SR 84 roads that are currently being maintained by the AGENCY will continue to be maintained by the AGENCY until 30 day notice by the DEPARTMENT.

The DEPARTMENT has the option to maintain a road or a portion thereof by giving the AGENCY 30 days notice. The AGENCY shall continue to maintain all other portions of roads within the agreement terms.

#### TOWN OF DAVIE MAINTENANCE LIMITS GRAPHIC FOR STATE ROADS:

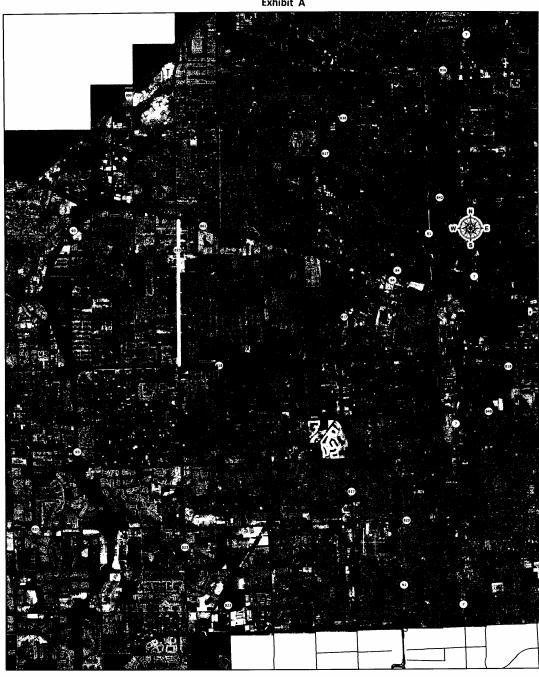
(See Attached Graphic)

Areas to be maintained by the Agency according to this Maintenance Memorandum of Agreement (MOA).

EXHIBIT A
TOWN OF DAVIE MAINTENANCE LIMITS
The following are Roads to be Maintained by the Town of Davie

MAINTENANCE LIMITS	West )W	MC	nly		MC	MC MC	MC MC	WC WC 4
	Median and West Side to ROW	ROW to ROW	Medians Only		ROW to ROW	ROW to ROW		
END MILEPOST	8.286	88.83	10.83		2.306	2.306	2.306 6.663 no milepost. SLD do	2.306 6.663 no milepost. SLD do
END KOAD NAME	I-595 Southern limited Access Line	SR 84	SR 84	SR 91 Florida's	Turnpike Enterprises	Turnpike Enterprises		
MILEPOSI	5.568	4.1	7.404		0	3.319	3.319 no milepost.	3.319 no milepost. SLD do not extend out that
NAME	SW 54 CT	Sheridan Street	Orange Drive	SR 818 University	Drive	Drive Pine Island Road	Drive Pine Island Road	Drive Pine Island Road
STATE ROAD	SR 7 (US 441)	SR 817 (University Drive)	SR 823 (Flamingo Road)	SR 848 (Stirling	Road)	Road) SR 818 (Griffin Road)	Road) SR 818 (Griffin Road)	Road) SR 818 (Griffin Road) CR 848 (Stirling





TOWN OF DAVIE WANTE

86190000, 86015000 86080000, 86016000

7, 817, 823, 818, 848 S.R. Nos.:

COUNTY: Broward 40843915401 FM Nos.:

416553-1-58-01

41323-1-52-02 413796-1-52-01 421672-1-52-01

403698-1-72-01

4119110, 4119110, 4119110, 4612014, WPI Nos.

4110571, 4111149,

4110998

#### **EXHIBIT B**

#### PROJECT(S) PENDING AGREEMENT(S)

All state right of way on SR 7 (US 441), within the limits of the Town of Davie

#### **DEPARTMENT INSTALLED PROJECT:**

- I. State Road 7 (US 441) from Orange Drive (MP 6.483) to North of Oakes Road (MP 7.400). FM# 413796-1-52-01
- II. State Road 817 (University Drive) From Orange Drive ( MP 6.402 ) to SW 30th Street (MP 7.757) FM# 421672-1-52-01

86190000, 86015000

86080000, 86016000

S.R. Nos.:

7, 817, 823, 818, 848

COUNTY:

**Broward** 

FM Nos.:

408439-1-54-01 416553-1-58-01

411323-1-52-02 413796-1-52-01

421672-1-52-01 403698-1-72-01

WPI Nos. 4119110, 4119110,

4119110, 4612014, 4110571, 4111149,

4110998

#### **EXHIBIT C**

#### PRECEDING PROJECT AGREEMENT DESCRIPTIONS

The following agreements have been executed for projects that have been installed, in accordance with the plans and specifications attached hereto and incorporated herein but not exclusive to the following agreement descriptions:

#### AGREEMENTS SUPERSEDED BY THIS AGREEMENT

12/18/2007 - State Road 818 (Griffin Road) east of RR on new Griffin Road landscaping (MP 6.186 to MP6.242). Resolution No. R2007-314.

2/2/2007 - State Road 817 (University Drive) MP 2.379 to MP 6.306. FM# 413796-1-52-01. Resolution No. R2007-17.

12/16/2005 - The intersection of State Road 862 (I-595) landscaping and irrigation (MP 4.990 to MP 5.214). FM# 41323-1-52-02. Resolution No. R-2005-289

6/2/2004 - State Road 823 (Flamingo Road) from State Road 818 (Griffin Road) to State Road 84 Landscaping (MP7.343 to MP 10.897). FM# 416553-1-58-01. Resolution No. R2004-107

4/25/2001 - State Road 84 near Hacienda Avenue Apartments. Landscaping. Resolution No. R2001-99.

8/30/2000 - Amendment to 8/20/1997 agreement. State Road 823 (Flamingo Road) between Orange Drive and SW 36<sup>th</sup> Court and from State Road 84 to SW 14<sup>th</sup> Street. Landscaping (MP 7.417 to MP 10.684) FM# 40843915401. Resolution No. R2000-189

11/16/1999 - State Road 817 (University Drive) from south of Nova Drive north to State Road 84. Landscaping and irrigation (MP 8.244 to MP 8.757). WPI# 4110998. Resolution No. R99-306

#### Exhibit C

11/16/1999 – State Road 848 (Stirling Road) from SW 148<sup>th</sup> Avenue (Volunteer Road) west to Hawks Bluff Avenue. No mileposts. FM#403698-1-72-01. Resolution No. R99-305.

**10/9/1998** – State Road 862 (I-595) at 136<sup>th</sup> Avenue - N,S,E & W Quadrants. Landscaping (MP 0.011 to 0.407) WPI# 4111149 Resolution No. R98-267

**11/19/1997** – State Road 818 (Griffin Road) from State Road 7 (Us 441) west to Town limits, Davie Road, eleven hundred feet (1,100) north and south of Sate Road 818 and State Road 7 south to SW 52<sup>nd</sup> Court and north to seven hundred feet (700) north of orange Drive. Landscaping (MP 5.064 to MP 6.672). WPI # 4110571 Resolution No. R97-410

**8/20/1997** – State Road 823 (Flamingo Road) from Orange Drive north to State Road 84. Landscaping and median mowing (MP 7.417 to MP 10.684). Median Areas only. FM# 408439-1-54-01 WPI # 4612014 Resolution No. R97-285

**5/7/1997** – State Road 862 (I-595) and Davie Road All four quadrants Landscaping (MP 6.425 6.926) Resolution R97-168

3/20/1996 – State Road 823 (Flamingo Road from Orange Drive north to State Road 84. Landscaping (MP 7.417 to MP 10.684) WPI# 4119110 resolution No R96-92

**12/7/1994 -** Intersection of State Road 817 (University Drive and State Road 818 (Griffin Road). Landscaping, irrigation and paving (MP 6.439 to 6.439). WPI #4119110 Resolution No. R94-390

**8/19/1991** – State Road 7 (US 441) from Orange Drive north to Oakes Road. Landscaping (MP 6.483 to MP7.086). WPI #4119110 Resolution No. R91-173

This Agreement, pursuant to paragraph number 18, shall supersede all other above agreements except as to the actual landscape plans that have not been replanted by subsequent FDOT approved projects. The terms of this agreement shall apply to those landscape plans.

86190000, 86015000 86080000, 86016000

S.R. Nos.: 7, 817, 823, 818, 848

COUNTY: Broward FM Nos.: 40843915401

416553-1-58-01 41323-1-52-02 413796-1-52-01 421672-1-52-01 403698-1-72-01

WPI Nos.

4119110, 4119110, 4119110, 4612014, 4110571, 4111149,

4110998

#### **EXHIBIT D**

#### PENDING DEPARTMENT PROJECT(S) LANDSCAPE IMPROVEMENT PLANS

#### Please see attached plans by:

I. State Road 7 (US 441)

Gentile, Holloway, O'Mahoney

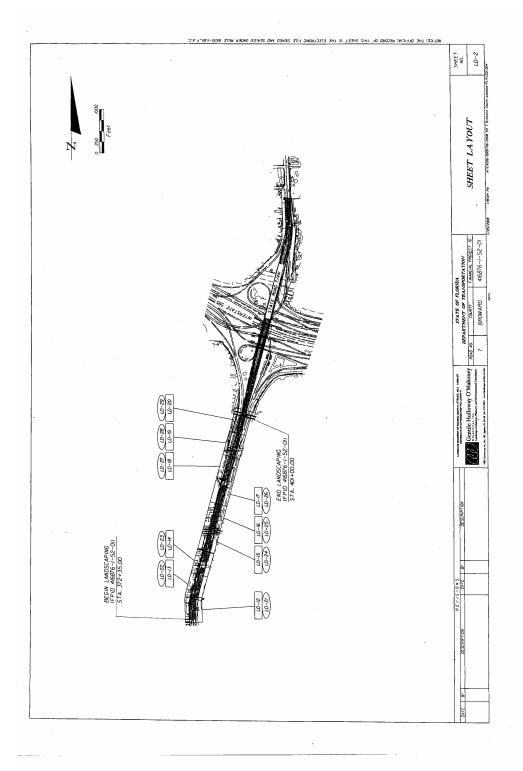
& Associates, Inc.

Dated: November 26, 2008

#### II. State Road 817 (University Drive)

Dated: March 25, 2009 Cotleur Hearing

## FISCAL SHEET YEAR MO. Gentile Holloway O'Mahoney Annel Inter-Int 1-07 - 15 TO LANDSCAPE LANDSCAPE ARCHITECT OF RECORD: JASON LITTERICK, ASLA TO BE SUBBUTTED TO: JOSEN LITERER, ASLA GENTLE, HOLLOMY, DUANOWEY, & ASSOC. AND COMMENCE LAME, SUITE IOI AIPTER, FLORIDA 33458 561-575-9557 20 MOTE: THE SCALE OF THESE PLANS WAY HAVE CHANGED DUE TO REPRODUCTION. Constructability Submitter 11/26/08 LOCATION OF PROJECT KEY SHEET REVISIONS DATE BY DESCRIPTION STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FINANCIAL PROJECT ID 416876-1-52-01 BROWARD COUNTY (86100) STATE ROAD NO. 7 - US 441 CONTRACT PLANS LANDSCAPE PLANS FDOT PROJECT MANAGER: LESLIE WETHERELL, P.E. APPLICABLE DESIGN STANDARDS MODIFICATIONS: 1-1-07 For Design Storderes Medifications cites on 'Design Stonderes' on the following web sites: https://www.apl.store.fl.ast/refession. INDEX OF TREE SURVEY SHEET NO. 10-1 10-3 10-3 10-5 10-6 10-6 10-6 10-7 10-7 10-7 10-7 10-7



ITEM NO. SYM			document of the second of the	SHEET NUMBERS	1	TOTAL	GRAND	REF.
_	DESCRIPTION	SIZE UNIT	D-16 LD-17	LD-18 PLAN FINAL PL	LD-19 LD-20 AN FINAL PLAN FINAL	SHEET PLAN FINAL	PLAN FINAL	SMEE!
570-1-2	PERFORMANCE TURF (ST. AUGUSTINE)	SI			11		-	
1-1-085	SWALL PLANTS	57						
2-1-085	LARGE PLANTS	57					1	Ц
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- GENERAL NOTES
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BUCKTEF PIPE LINE
COMP. ST. DANIE
COMP.

4. MANTANING AUTHORITY: TOM FOR DAVIE DAW OTLER ASST. PUBLIC WORKS MGR. 659 DRAWE TORNE DAVIE TERRORD 94-791-1840

- CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATON OF ALL UTILITIES PRIOR TO EXCAVATON REFER TO ROLDMAY PLANS (BENERAL MOTES) FOR A LISTING OF ALL KNOWN UTILITIES IN THE AREA.
- 4. ALL LANGENEES ESTO, SALL REFORM LINEARY SEPECTION LINEARY, TO A MANUFACTURE OF SEPECT OF SEPECT AND SEPECT AS SEPECT OF SEP
- 5. NO PLANT SUBSTITUTIONS WILL BE MADE WITHOUT WRITTEN APPROVAL FROM THE ENGINEER.

6. DESIGN SPEED: SO MPH

				PLANT SCHEDULE	EDULE			
SYM.	1 1	OTY. BOTANICAL NAME	COMMON NAME	INSTALLED	PAY SIZE	WAX. WAINTAINED SPACING	SPACING	REWARKS
20	37.2	CHRYSOBALANUS ICACO 'HORIZONTAL'	HORIZONTAL COCOPLUM *3, 12X12" O.A.	#3, IZXI2" 0.A.	SWALL	48" WAX. HEIGHT	30" O.C.	FULL & THICK
Ä	332	FICUS MICHOCARPA	GREEN ISLAND FICUS #3, 12X12" O.A.	#3, 12X12" O.A.	SWALL	48" WAX. HEIGHT	24° 0.C.	<i>€חרך &amp; זאוכא</i>
НРА	86	HAMELIA PATENS 'COMPACTA'	DWARF FIREBUSH	#3, 24° 0.A.	SWALL	48" WAX. HEIGHT	36" O.C.	FULL & THICK
V.	2	MUHLENBERGIA CAPILLARIS	WUHLY GRASS	#3, 18" O.A.	SWALL	48" MAX. HEIGHT	30" 0.C.	FULL & THICK
SRE	30	SERENDA REPENS	SAW PALMETTO	#7, 18"X18" O.A.	SWALL	48" MAX. HEIGHT	48° 0.C.	FULL & THICK FULL CLUSTER
TFL	409	TRIPSACUM FLORIDANA FL. GAMMA GRASS	FL. GAMMA GRASS	#3, 18" D.A.	SWALL	48" MAX. HEIGHT	30, O.C.	FULL & THICK
34	4.0	47 . PINUS ELLIOTTI DENSA SO. FLA. SLASH PINE	SO. FLA. SLASH PINE	8-14' O.A.	LARGE	N/A	A.S.	FULL & THICK, STAGGERED HEIGHTS •(12) - 8',(15) - 12',(13) - 14'
6	2	QUERCUS VIRGINIANA	LIVE DAK	22'-24" 0.A. 8' C.T.	LARGE	H/A	A.S.	FULL & THICK, 3" D.B.H.
8,	-	15 ** SABAL PALMETTO	CABBAGE PAUN	12'-20'C.T.	LARGE	N/A	A.S.	FULL & THICK, STAGGERED HEIGHTS, 800TED **(5) - (2), (5) - 16', (5) - 22'

# PAY ITEM NOTES:

- 503-1-2 PERFORMANCE TURNS 500 SHALL BE STANDISTINE.
   503-1-4, 204-2, MILLIORS ALL LADIN, MITERIALS, FOR THE COUPLETE MISTILLATION OF PLANT IN SCHOOL, SELL LADIN, MITERIAL SCHOOL, SELL LADIN, MITERIAL SCHOOL, SELL LADIN, MITERIAL SCHOOL, SELL LADIN, MITERIAL SCHOOL, SELL LADIN SCHOOL, SELL LADIN SCHOOL, SCHOOL SCHOOL

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		LANDSCAPE NOTES			1/25/2008 1/56/56 PM IN CADDG-0000 OF -0508 SP 7 Browner Caush Vandara
Vana	SPORTATION	FINANCIAL PROJECT 10	10-63-1-920014	BHUMAHU 4166/16-1-32-01	1/52/11
STATE OF FLORIDA	DEPARTMENT OF TRANSPORTATION	COUNTY	000000	BHOWAHD	Apelli
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UNDSCHEMENTET OF RECORD, JACK H. LTTRECK, ALL LARGERTY	CENTRACATE OF ALTHORIZATION NO. LORINGS TO	Gentile Holloway O'Mahoney	Landonge Artifacto, Parc.	1901 Comment in the 16th paper, R. Divill 561-155-5177 was furthern audience com-	
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REVISION	DESCRIPTION DA				
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	OF SURVEY SR 7	379+74.41	379+66.20	379+81.17	381+23.14	381+42.84	381+45.79	38/+53.89	381+57.53	381+69.69	381+72.49	381+88.87	38/+90.38	382+05.73	382+09.68	382+16.25	382+31.55	382+24.57	382+46.65	382+26.41	382+37.24	382+37.14	382+45.87	382+44.87	382+53.29	382+56.87	382+63.03	702-50 41	202 T 20 45	382+82.19	1957+681	382+62.05	382+71.24	382+81.56	383+05.04	383+13.47	383+20.76	383+32.71	383+42.49	384+24.11	384+36.80	384+42.82	384+47.26	385+43.8/	385+49.41	385+55.63	385+59.73	386+35.36	386+43.58	40/+59.9/			HONO NO.	,						
38 OT 03TA3013A	PROW BASELINE	-														-																							1						-						TERCK, ASLA LANDRETT	v O'Mahonev	A A A A Stratistics, factors, and Environment Committee.	T and behase orthocolom						
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38 OT GBVOM3A	WS AND OFFSE																																										T	l							LOSPICAM ACIETY	CO Co	3	1977 Comment to Str. 1811, Septem R. 18445 Sci. 255-9577 www.benko.						
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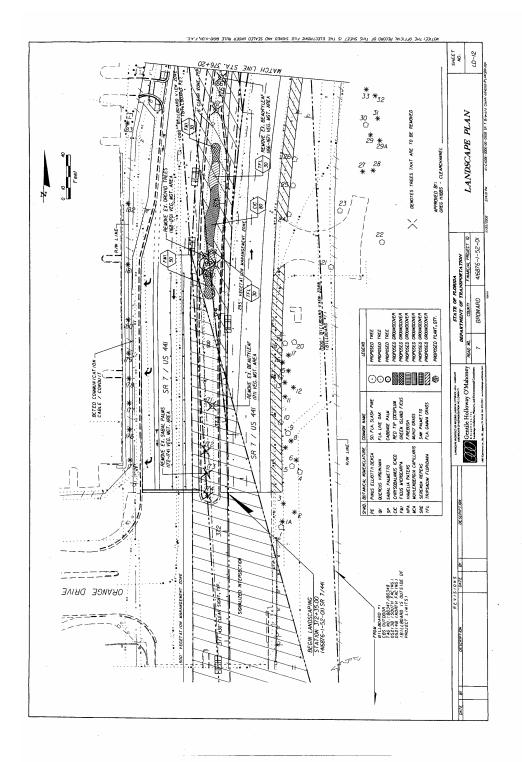
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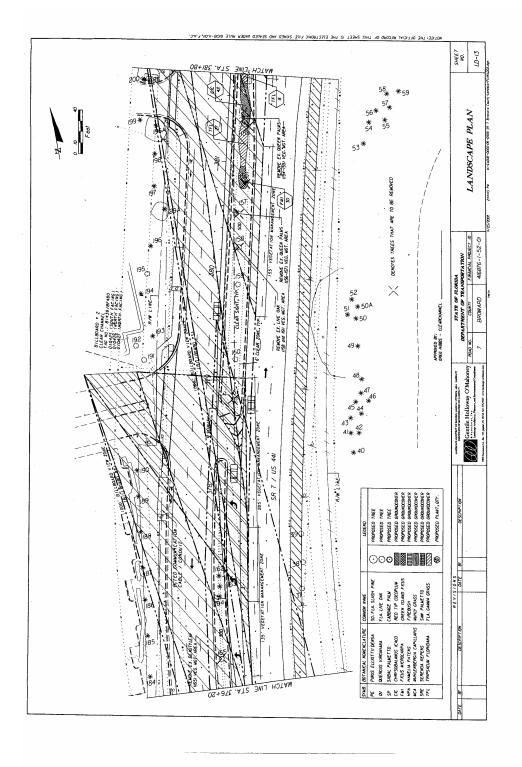
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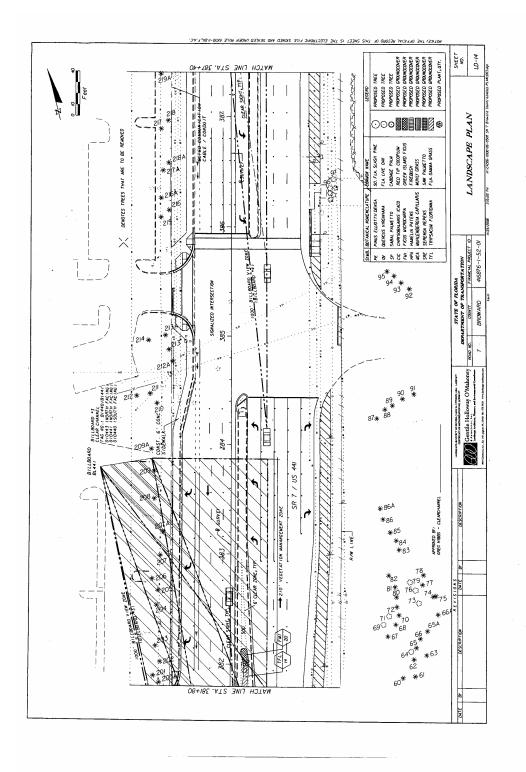
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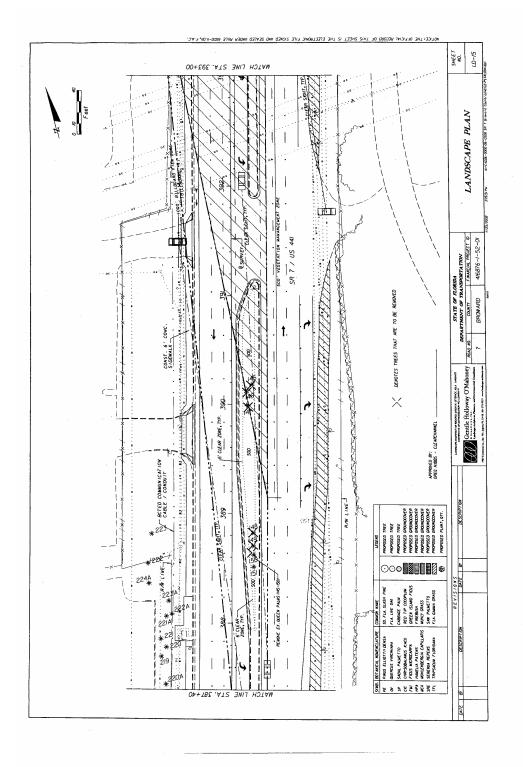
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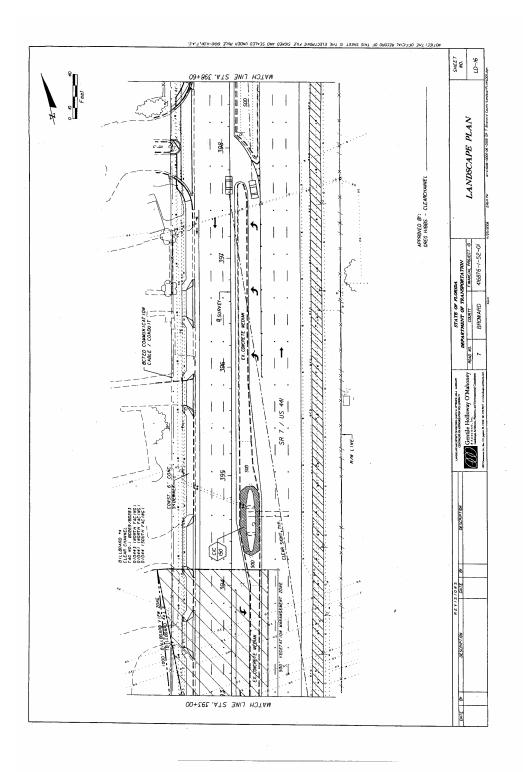
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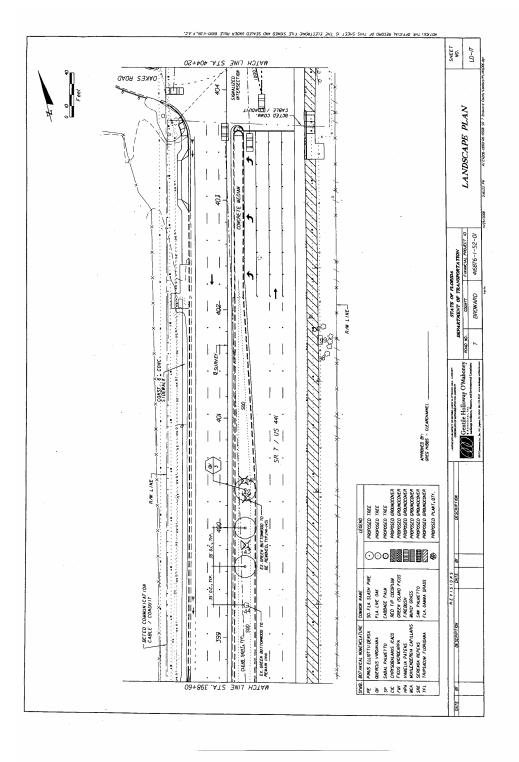


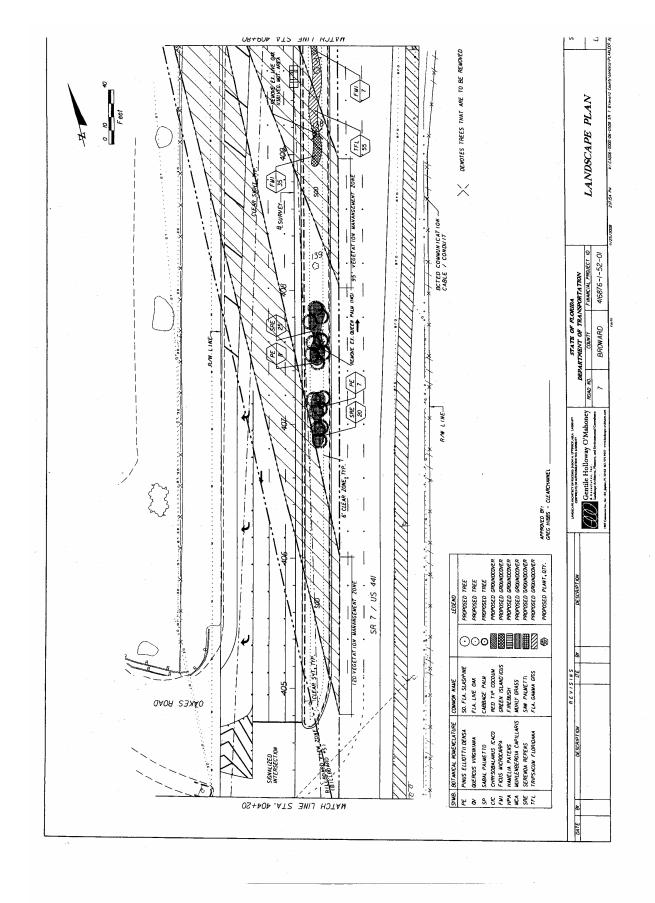


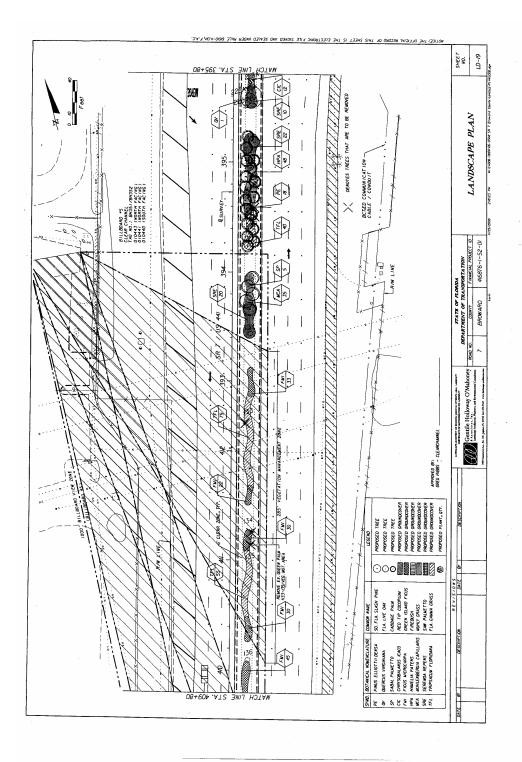


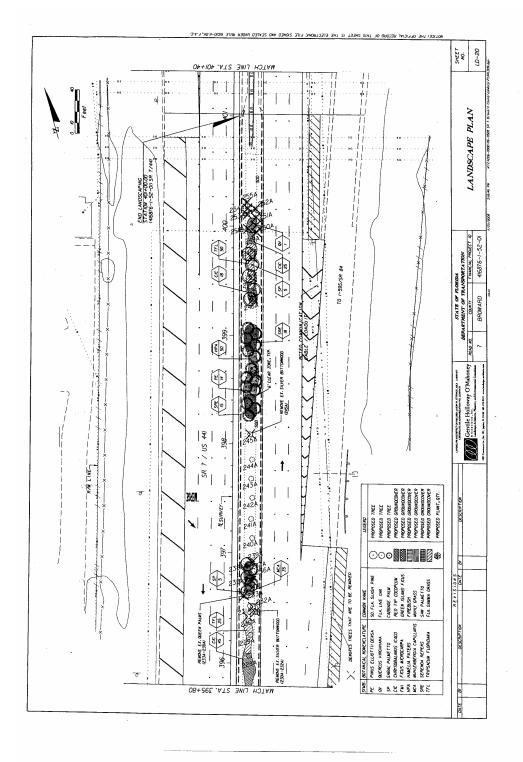


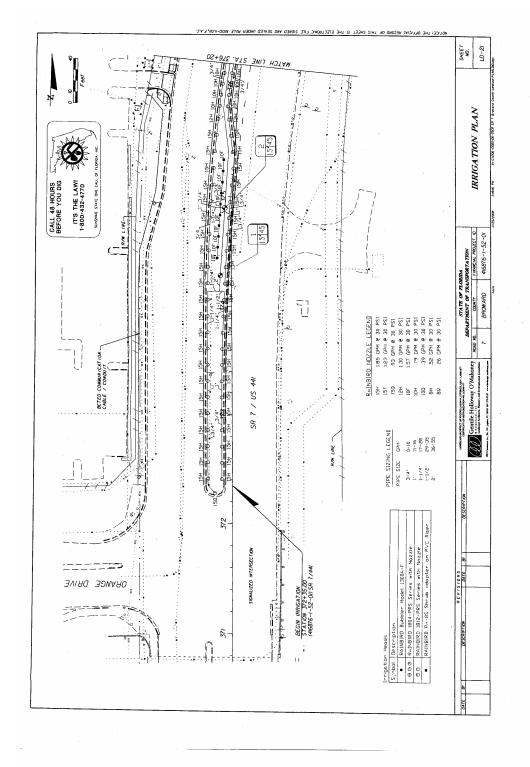


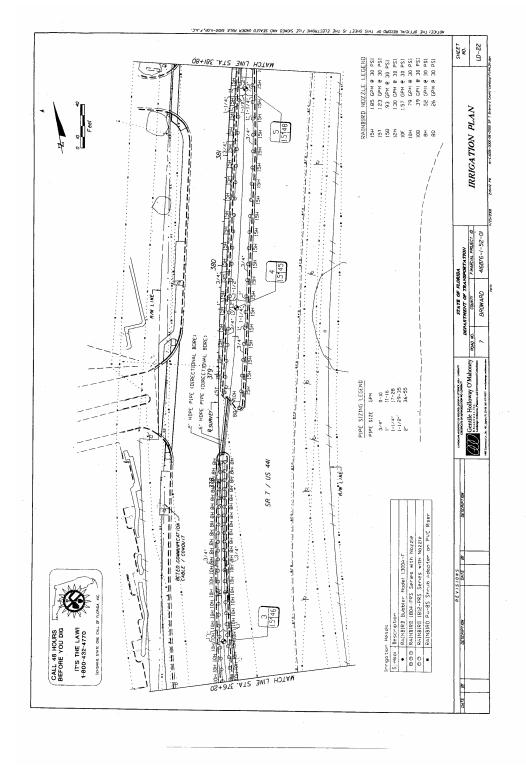


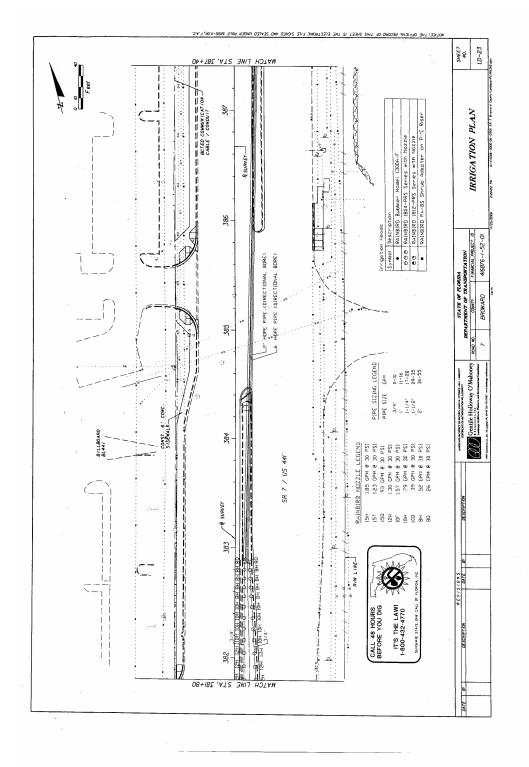


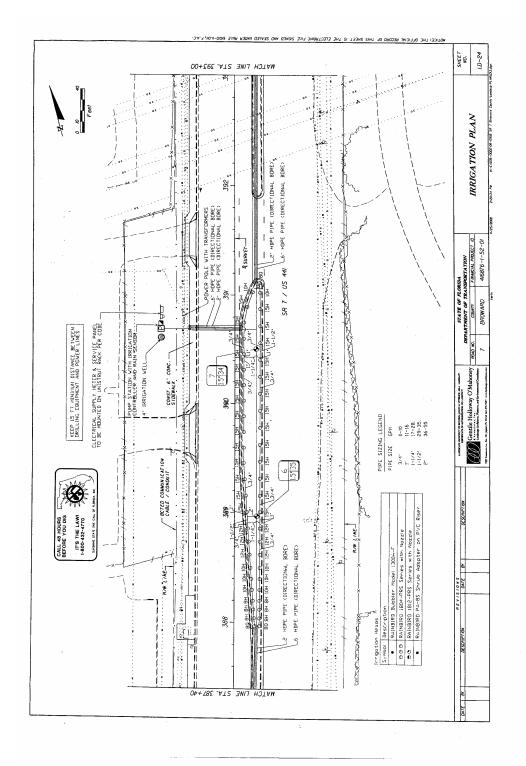


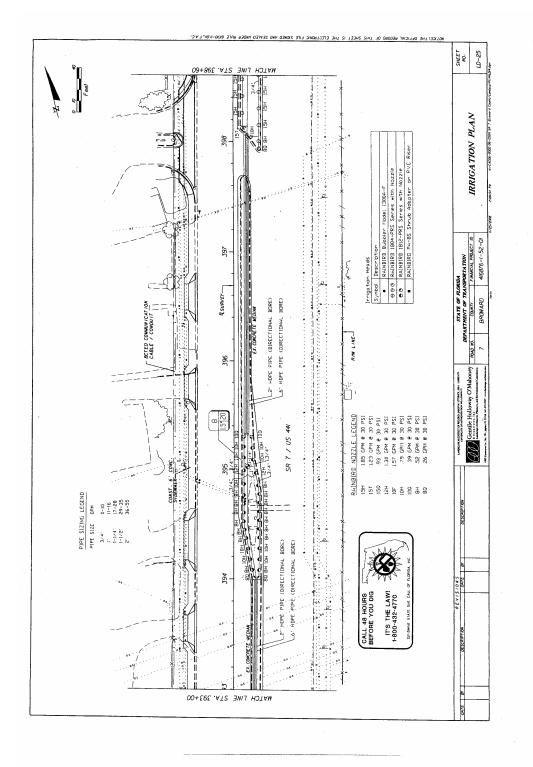


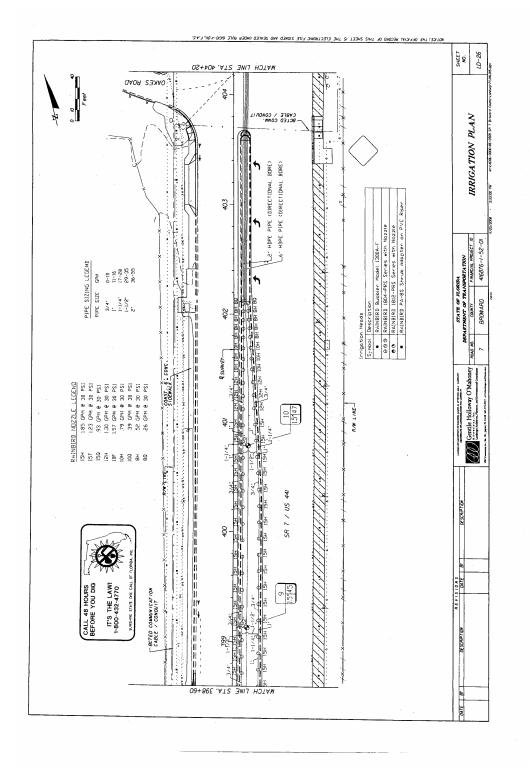


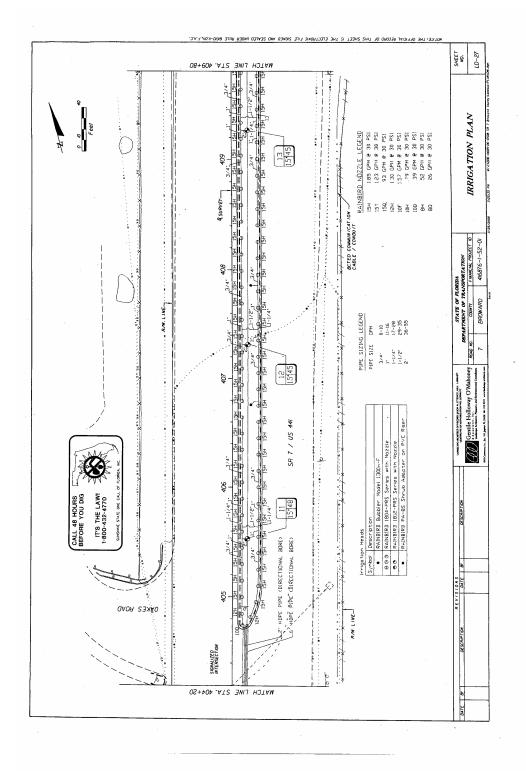


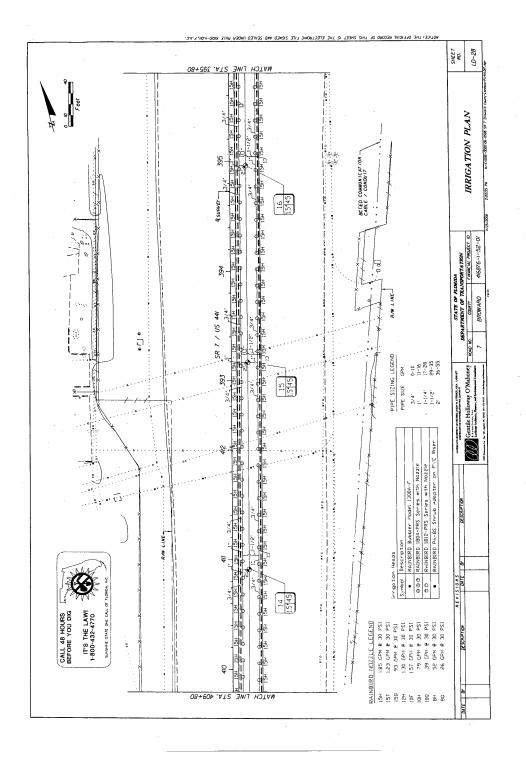


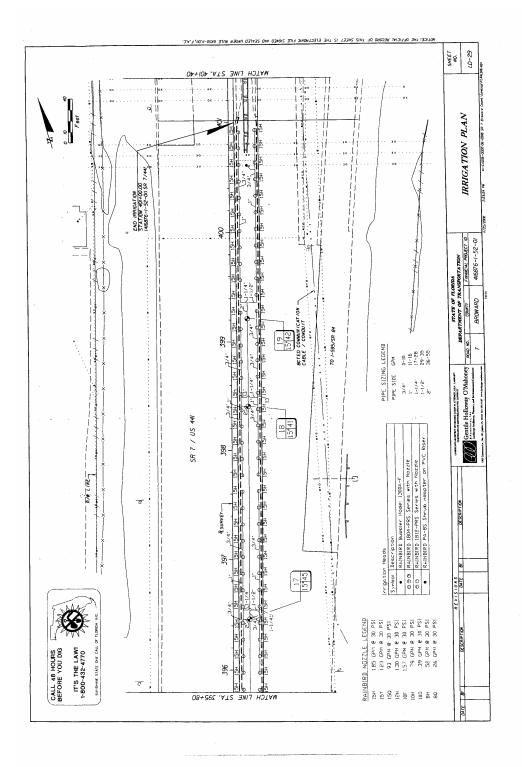


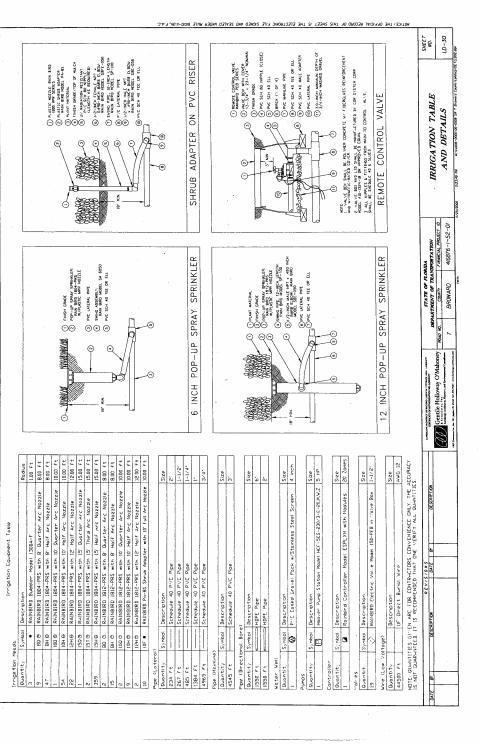






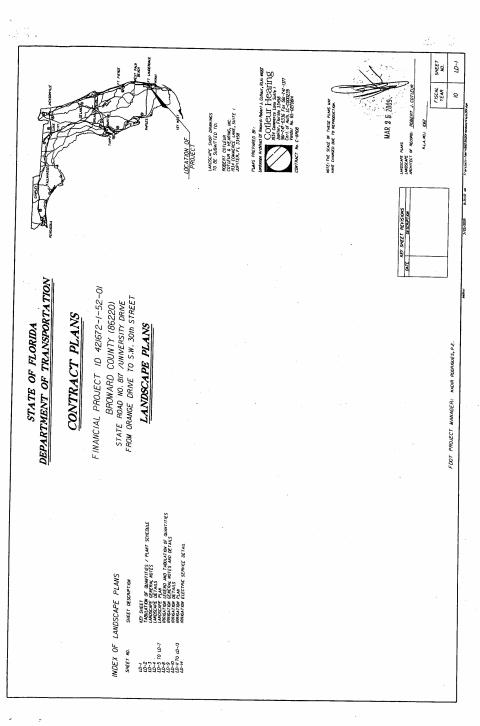






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THIS PROJECT WILL BE MAINTAINED BY THE TOWN OF DAVIE, CONTACT PERSON: DAN GYLER, PH. 954-797-1240.

SKHT TRIANSIES SHOWN IN THE PLANS ARE BASED ON A 45 WPH DESKN SPEED, 6 LANE DIVIDED HIGHMAY, 25' TO 64' MEDIAN WIDTH, DISTANCE 'U' = 5KO'

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ALL WITERSECTIONS LABELED AS SEGMALZED ON THESE PLANS ARE FULLY SIGNALIZED 24 HOURS A DAY AND ARE NOT PLACED IN FLASHING MODE AS A PART OF THEIR NORMAL OPERATORM.

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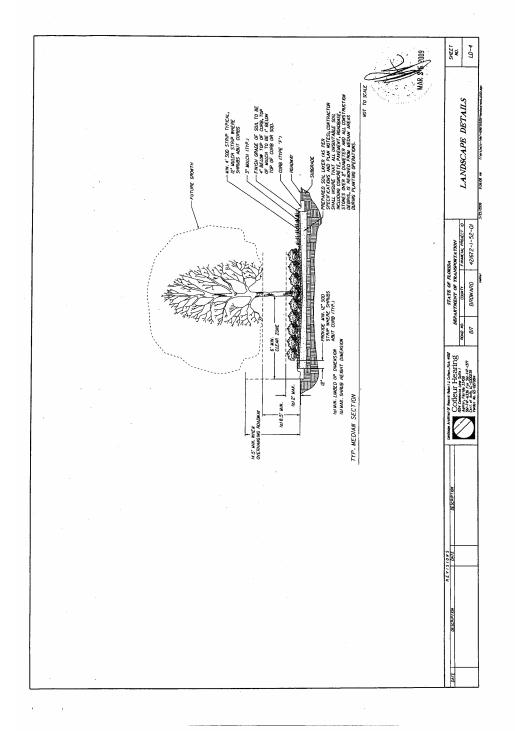
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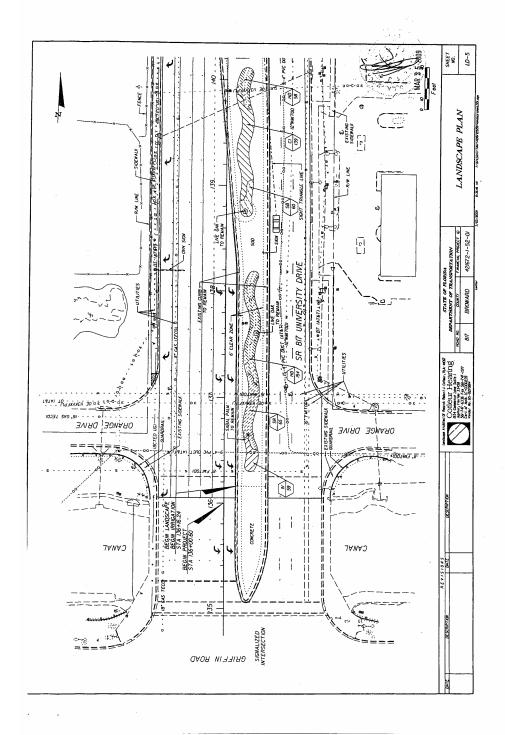
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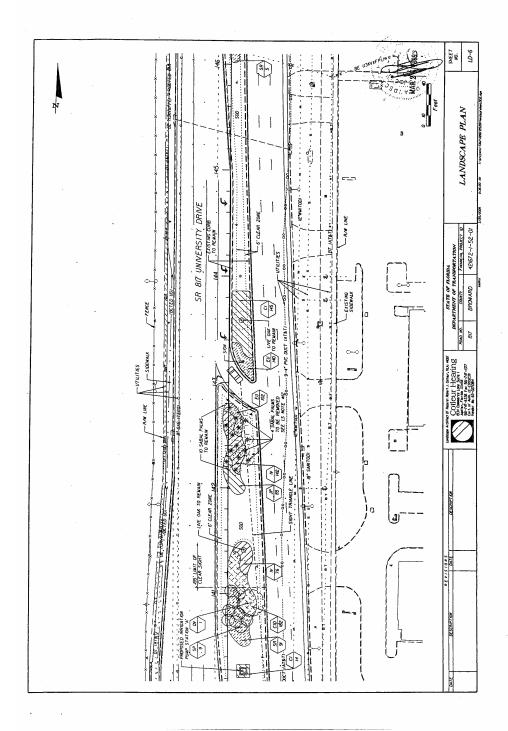
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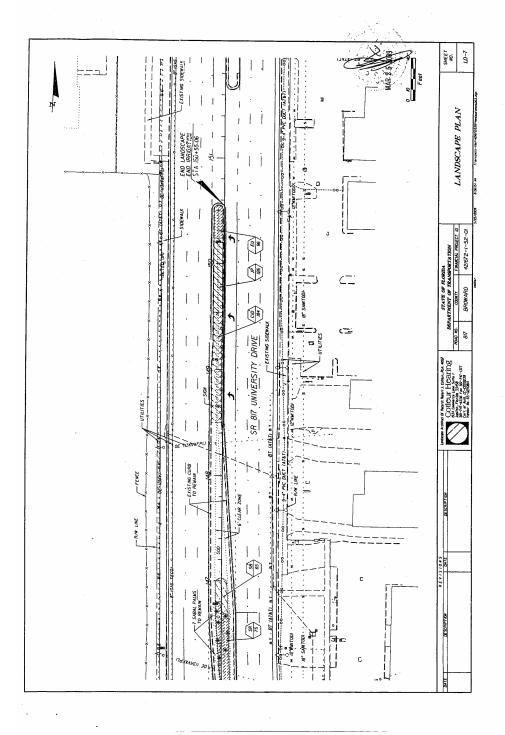


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ELECTRICAL SERVICE LEGEND

OFFICE DESTRICTION POINT FOR

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NOTES REFER TO HARGATON LEGEND FOR PRODICT DESCRIPTION AND MODEL NUMBERS \* PIPE LENGTHIS BASED ON SCHEMATIC LATORT SHOWN IN THESE PLANS. ACTUAL GLANITIES MAY VARY.

IRRIGATION LEGEND AND TABULATION OF QUANTITIES STATE OF PLONENA REPARTMENT OF TRANSPORTATION RAW, COUNT FEMILY PROJECT O 817 BROWARD 421672-1-52-01

SHEET MO. LD-8



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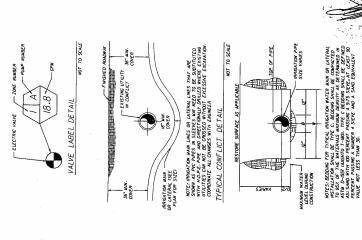
2. THE CONTRACTOR SHALL MARE ADJUSTMENTS TO THE PROPOSED IRRUBATION SYSTEM TO INSURE DOX COVERAGE AND TO MUMITE OVERSPRIN: THE CONTRACTOR SHALL SUBSTITUTE ADJUSTABLE MOZZLES FOR FILED PATTERN MOZZLES SPECIFIED WHERE RECESSARY.

- 3. THE CONTRACTOR SHALL RUN 3 ADDITIONAL SETS OF WIRES IN EACH DIRECTION TO EACH END OF THE WAIN FOR FUTURE USE.
  - 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HARD WIRING ALL ELECTRICAL SERVICE COMMECTIONS.
- 5. ALL WEWSLEEVES BELDM ROADWAY PAVEMENT SHALL BE SCH. BO AND WILL BE PAID FOR UNDER THE CONTRACT LUMP SUM PRICE FOR IRRIGATION.
  - 6. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE TO CONTACT THE ENGINEER FOR HYDROSTATIC AND OPERATIONAL TESTING. 7. ALL WAN LINE PIPES PLACED IN SLEEVES SHALL BE SCH. 40 SOLVENT WELD WITH ADEQUATE RESTRANTS. THE SLEEVE SHALL BE A WINWLW TWO (2) TIMES LARGER THAN THE ENCASED PIPE DIAMETER.

    - B. ALL COMPONENTS SHOWN AND/OR DEPICTED ON THE PLAN SHEETS REPRESENT APPROXIMATE LICKATON ONLY AND ARE FOR CLARIFICATION PURPOSES. THE FINAL LICKATION OF ALL COMPONENTS SHALL BE SUBLICT TO APPROVAL BY THE ENGINEER.
- 9. DO NOT SCALE PLAN FOR EXACT HEAD LOCATION.
- LO RRIGATON COMPONENT TRACE NAMES ARE SPECIFIED DIE TO REQUEST BY ADMYTAMME AUTHORITY,TOWN OF DAVIET, TO ENSURE COMPANIEUT WITH OTHER THEM STELES. ALL SUBSTITUTIONS TO NATERIALS SPECIFIED SHALL BE APPRINCED BY THE ENGINEER AND LE LANKINGED AUTHORITY.
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- 13. ALL RISERS SHALL BE PAINTED FLAT BLACK.

12. THE TOWN CONTACT FOR COORDINATING THIS WORK IS DAN OILER, PH: 954-797-1240.

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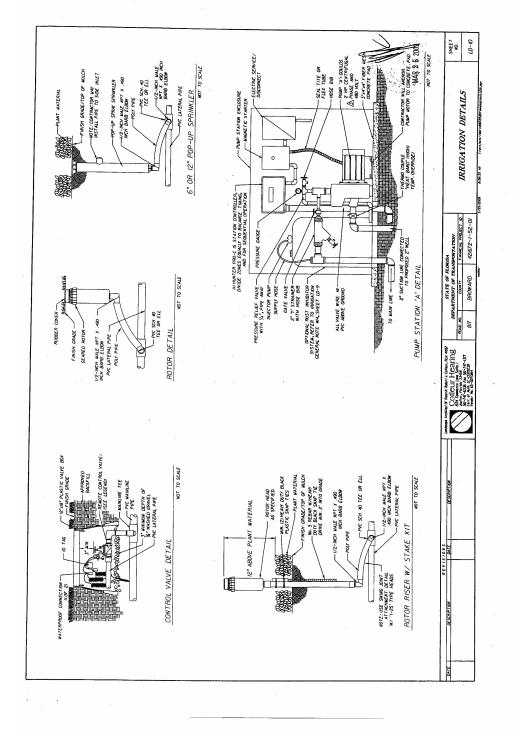


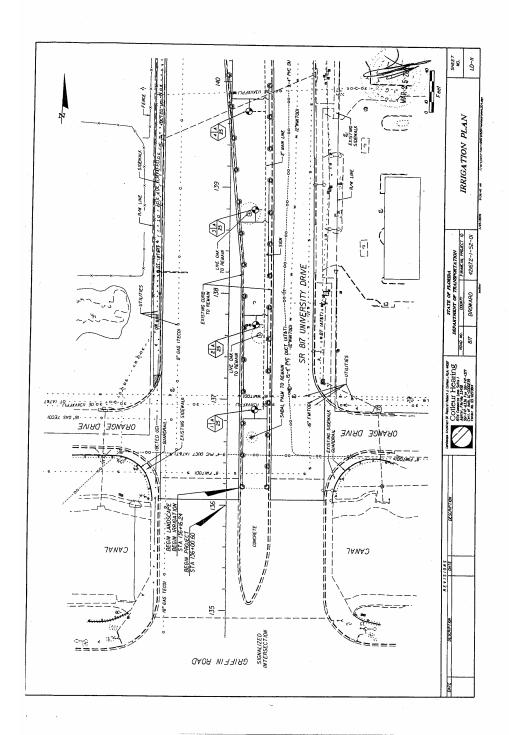
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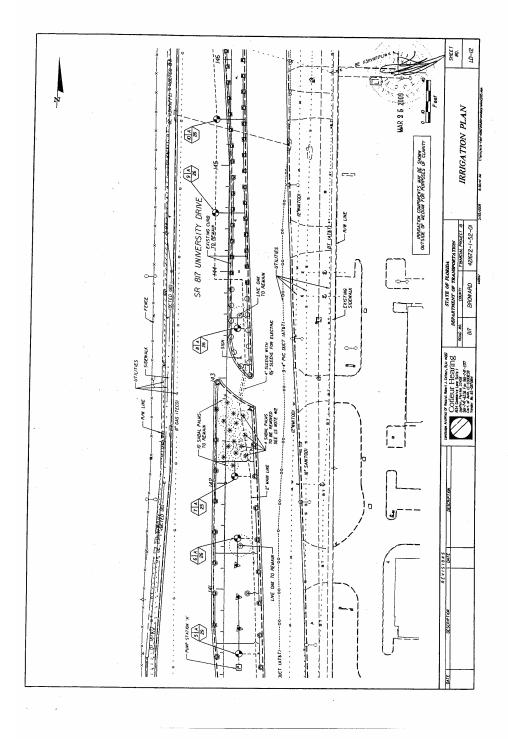
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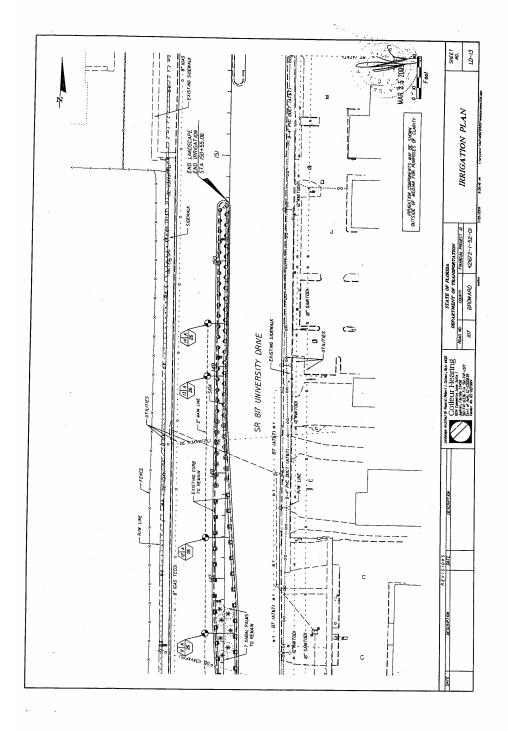
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TYPICAL TRENCH DETAIL









**SECTION Nos.:** 

86100000, 86220000 86190000, 86015000 86080000, 86016000

S.R. Nos.:

7, 817, 823, 818, 848

COUNTY: FM Nos.:

**Broward** 40843915401

416553-1-58-01 41323-1-52-02 413796-1-52-01 421672-1-52-01 403698-1-72-01

WPI Nos.

4119110, 4119110, 4119110, 4612014, 4110571, 4111149,

4110998

### **EXHIBIT E**

### **MAINTENANCE PLANS**

### State Road 7 (US 441) ı.

Gentile, Holloway, O'Mahoney & Associates, Inc.

Dated: November 26, 2008

### II. State Road 817 (University Drive)

Cotleur Hearing

Dated: March 25, 2009

### **MAINTENANCE PLAN**

Landscape and Irrigation Plans

Project Name: S.R. 7 (US 441)
Project Limits: From Orange Drive to North of Oaks Road
Landscape and Irrigation Plans
FM No.: 416876-1-52-01
Agency: Town of Davie, Florida

The purpose for the following performance based descriptions of landscape maintenance practices is to allow the plant material on your project to thrive in a safe and vigorous manner. Plantings shall be maintained to provide required visibility and conform to all of the required setbacks as set forth by Florida Department of Transportation's governing standards and specifications; FDOT Design Standards (Most Current Date) and Standard Specifications for Road and Bridge Construction (Most Current Date), as amended by contract documents.

### General Requirements:

Watering Requirements:

Watering is probably the most critical concern regarding the maintenance of healthy plant material. The amount of water to apply at any one time varies with the weather, drainage conditions and water holding capacity of the soil.

Proper watering techniques should provide even and thorough water dispersal to wet the entire root zone but not to saturate the soil and should avoid over-spray onto travel lanes. Furthermore, the Agency should maintain the rain sensors (if on an irrigation system), to ensure that they are functioning properly and that the system does shut down when there is sufficient rainfall.

Avoid extremes in watering. Light, frequent watering is ineffective and produces shallow root systems. Excessive watering that keeps the root zones saturated may kill the plant material due to the lack of available air to the root zone. A typical rule of thumb is that turf areas should receive on an average, a minimum of 1" of water per week, with an equal or lesser amount for trees and shrubs, depending on their individual water usage.

### Irrigation:

Ensure there is no roadway overspray or irrigation activities during the daytime hours (most notably rush hour traffic periods).

### Fertilization/Insecticides/Fungicides:

Due to the poor shallow root soils of the South Florida area, coupled with heavy rainfall during the growing season, available nutrient levels for landscape materials are very low,

therefore nutrient amendments are essential. A soil analysis of each planting site should be done to determine the nutrient levels needed for vigorous plant growth.

Palms, shrubs, trees and turf areas should be fertilized in such a manner and frequency to ensure that the plant material remains healthy, without under or over nourishing them. An integrated plant management program is required to ensure healthy plants, free of disease and pests. Insecticides and fungicides shall be applied as needed to ensure that plants and grass remain pest and disease free.

### Mulching:

Planting beds should be mulched in such a manner as to: prevent weed growth, retain moisture for use by plants, protect soil from erosion and the loss of nutrients, maintain a more uniform soil temperature and maintain a manicured appearance. Mulch should always be kept away from the trunks of trees, shrubs and palms to prevent rotting and susceptibility to disease. No Cypress mulch should be utilized.

### Pruning:

All pruning shall adhere to ANSI A300 standards (and safety criteria adhered to) and shall be overseen by an ISA Certified Arborist. The older fronds on the Royal Palms shall be routinely pruned to insure that fronds do not fall onto any travel lanes. All pruning shall be done with the health and natural growth of the plant materials in mind and to specific pruning heights of the landscape material shall be determined in order to maintain clear site windows and vertical clearances for pedestrian and truck traffic where applicable. Visibility windows must be free of obstructions.

The desired growth habit in landscape planting beds shall be such that shrubs of the same species shall develop into a single mass and be kept separate from adjacent masses of other species.

### Staking and Guying:

All staking material (except for replacements) will be removed at the completion of the one year warranty period before the city takes over.

### <u>Turf Mowing</u>:

All grassed areas are to be mowed and trimmed with sufficient frequency to maintain a neat and clean appearance.

### Litter Control:

The project site shall remain litter free.

### $\underline{Weeding/Herbicide};$

All planting areas shall be maintained to be as weed free as possible with mechanical and/or chemical weeding, and where specified on plans, with mulch properly applied and maintained. When utilizing herbicide, extreme care should be taken to avoid any overspray onto plant materials. Any damage resulting from overspray will be the applicator's responsibility to restore per approved plan.

### **Project Specific Requirements:**

Pruning within ODA View Zones:

All shrubs and groundcovers located within the designated 500' view zone for ODA shall be maintained at a height not to exceed 48" in height in order to maintain clear visibility to the existing billboards.

## MAINTENANCE PLAN Landscape Improvements

Project State Road No(s): 817

**Project Limits:** 

Orange Drive (MP 6.400) to SW 30<sup>th</sup> Street (MP 7.757)

FM No(s):

421672-1-52-01

Maintaining Agency:

Town of Davie (Mr. Dan Oyler, Ph. 954-797-1240)

RLA of Record:

Robert J Cotleur, R.L.A. 1067

Date:

March 25, 2009

### I. General Maintenance Requirements and Recommendations:

The purpose of a plan for the landscape improvements maintenance practices is to allow the plant material on your project to thrive in a safe and vigorous manner while fulfilling their intended purpose and conserving our natural resources. Plantings and all other landscape improvements shall be maintained to avoid potential roadway hazards and to provide required clear visibility, accessibility, clearance, and setbacks as set forth by Florida Department of Transportation (FDOT) governing standards and specifications: FDOT Design Standards, FDOT Plans Preparation Manual Vol. I, Chapter 2.11 and FDOT Standard Specifications for Road and Bridge Construction as amended by contract documents; and all other requirements set forth by the District 4 Operations Maintenance Engineer. The initial portion of the Maintenance Plan describes general maintenance requirements and recommendations. The concluding section is recommendations prepared by the Landscape Architect of Record specific to the attached approved plans.

### Watering Requirements:

Watering is a critical concern for not only the maintenance of healthy plant material but also for observing water conservation practices. The amount of water to apply at any one time varies with the weather, drainage conditions and water holding capacity of the soil. For plant materials that have been established, it is imperative that any mandated water restrictions be fully conformed to on FDOT roadways.

Proper watering techniques should provide even and thorough water dispersal to wet the entire root-zone, but not saturate the soil or over-spray onto travel lanes.

### Irrigation System:

The Agency shall ensure there are no roadway overspray or irrigation activities during daytime hours (most notably "rush hour" traffic periods). It is imperative the irrigation controller is properly set to run early enough that the watering process will be entirely completed before high traffic periods, while adhering to mandated water restrictions. To ensure water conservation, the Agency shall monitor the system for water leaks and the rain sensors to ensure they are functioning properly so that the system shuts down when there is sufficient rainfall.

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### **Integrated Plant Management:**

An assessment of each planting area's soil is recommended to periodically determine the nutrient levels needed to sustain healthy, vigorous plant growth.

Palms, shrubs, trees and turf areas shall be fertilized in such a manner and frequency to ensure that the plant material remains healthy and vigorously growing. Establishment of an integrated plant management program is encouraged to ensure healthy plants, which are free of disease and pests.

### Mulching:

Mulch planting beds in such a manner as to: prevent weed growth; retain moisture to the plants; protect against soil erosion and nutrient loss; maintain a more uniform soil temperature; and improve the appearance of the planting beds. Avoid mulch mounded up on the trunks of trees, palms, and the base of shrubs to encourage air movement in this area that aids in lowering disease susceptibility. Cypress mulch is prohibited on state right of way.

### Pruning:

All pruning, and the associated safety criteria, shall be performed according to American National Standard Institute ANSI A300 standards and shall be supervised by an International Society of Arboriculture (ISA) Certified Arborist. Pruning shall be carried out with the health and natural growth of plant materials in mind, and to specific pruning heights maintaining clear visibility for motorists, and vertical clearance for pedestrian, bicyclist, and truck traffic where applicable. Visibility windows must be maintained free of view obstructions and all trees and palms (with particular attention to fronds and fruit) maintained to prevent potential roadway and pedestrian hazards. The specific pruning heights are determined by understanding the designer's intent when selecting and placing the plants. The intended mature maintained height and spread of plants should be noted on the planting plans. (See Specific Requirements and Recommendations per Approved Landscape & Irrigation Design for these guidelines). The understory plant materials selected for use within the restricted planting areas (Limits of Clear Sight) of the medians are to be maintained at a height in compliance with FDOT Design Standards Index 546, Page 6 of 6, Window Detail. Vertical tree heights must meet FDOT Maintenance Rating Program (MRP) standards.

### Staking and Guying:

All staking materials, except for replacements, are removed by the completion of FDOT warranty period or at one year (whichever comes first). Any subsequent staking and guying activities by the Agency must adhere to FDOT Design Standards guidelines (See Index 544). The Agency shall closely monitor staking and guying attachment materials so that they are securely fastened to avoid potential roadway hazards.

### **Turf Mowing:**

All grassed areas are to be mowed and trimmed with sufficient frequency to maintain a deep, healthy root system while providing a neat and clean appearance to the urban landscape. All turf

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efforts: mowing, curb/sidewalk edging, and turf condition must meet FDOT Maintenance Rating Program (MRP).

### Litter Control:

The project site shall remain as litter free as practicable. It is recommended to recycle this litter to avoid unnecessary waste by its reuse. Litter removal efforts must meet *FDOT Maintenance Rating Program* (MRP) standards.

### Weeding/Herbicide:

All planting areas shall be maintained as weed free as practicable enlisting integrated pest management practices in areas specified on the plans and by maintaining proper mulch levels. Extreme care is recommended if using a chemical herbicide to avoid overspray onto plant materials. Any damage resulting from overspray is the applicator's responsibility to restore the plantings to the approved plans.

### Plant Replacement:

Plant replacement shall be the same species and specification as the approved plan. Move and replace all plant materials that may conflict with utility relocations and service. Only plants graded Florida #1 or better, per the Florida Department of Agriculture and Consumers Services, Grades and Standards for Nursery Plants are permitted on FDOT roadways. Should it become necessary to change the species, a general use permit is required from FDOT for approval by the FDOT District Landscape Architect.

### Hardscape (Specialty Surfacing):

All specialty pavers and tree grates shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the pavers and tree grates. Final surface tolerance from grade elevations shall, at a minimum, meet the most current *Interlocking Concrete Pavement Institute (ICPI)*, Section 23 14 13 Interlocking Concrete Pavers, Part 3.05. If the pavers or tree grates become damaged, they shall be replaced with the same type and specification as the approved plan.

### Hardscape (Non-Standard Travelway Surfacing):

It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway, including asphalt pavement, caused or contributed by the installation or failure of non-standard surfacing, and/or the header curb, on the Department of Transportation right-of-way within the limits of this Agreement. Pavement restoration areas or "patches" will have a minimum length of 10-ft, measured from the edge of the header curb, and a width to cover full lanes for each lane affected by the restoration.

Pavement restoration will be performed in accordance with the most current edition of the FDOT Standard Specifications for Road and Bridge Construction, and the FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System.

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It shall be the responsibility of the AGENCY to maintain all signs located within a non-standard surfacing area. Such maintenance to be provided by the AGENCY shall include repair, replace of the sign panel, post, and base.

### Hardscape (Landscape Accent Lighting)

Landscape accent lighting shall be maintained in such a manner as to prolong the life of the lighting fixture and prevent potential safety hazards. If the lighting fixtures and their system become damaged, they shall be replaced with the same type and specification as the approved plan.

### **Maintenance of Traffic Control**

Reference the FDOT website regarding the selection of the proper traffic control requirements to be provided during routine maintenance and / or new installations of this DOT roadway.

Website: Series 600 Traffic Control through Work Zones <a href="http://www.dot.state.fl.us/rddesign/DesignStandards/Standards.htm">http://www.dot.state.fl.us/rddesign/DesignStandards/Standards.htm</a>

### Vegetation Management at Outdoor Advertising (ODA)

To avoid conflicts with permitted outdoor advertising, please reference the State of Florida website regarding the vegetation management of outdoor advertising. This website provides a portal to search the FDOT Outdoor Advertising Inventory Management System Database. The database contains an inventory of outdoor advertising structures, permits and other related information maintained by the Department.

Website: FDOT Outdoor Advertising Database <a href="http://www2.dot.state.fl.us/rightofway/Default.aspx">http://www2.dot.state.fl.us/rightofway/Default.aspx</a>

Also, reference the Florida Highway Beautification Program website link for Vegetation Management at ODA signs for the Florida Statutes and Administrative Codes related to Vegetation Management at Outdoor Advertising Signs and Permit Applications for Vegetation Management and Outdoor Advertising Signs determining Mitigation Value of Roadside Vegetation.

Website: FDOT Environmental Management office for Landscape Architects <a href="http://www.dot.state.fl.us/emo/beauty/FLA.shtm">http://www.dot.state.fl.us/emo/beauty/FLA.shtm</a>

### II. Specific Project Site Maintenance Requirements and Recommendations:

The landscape design for the two median areas consists of limited sod, one tree, palms and shrubs. There are existing trees and palms that will remain as shown in the Landscape Plans. Currently these two medians do not have an irrigation system, and they vary in width from 24' to 49'. The irrigation design consists of a well and pump station located in one of the medians. The electrical power source for the pump station is located on the west edge of right of way.

The design is intended to be low maintenance and was reviewed with the Town of Davie. Sod wraps around the proposed shrub beds except in narrow areas of the medians. Four existing

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Sabal Palms are located within a sight visibility line and will be removed as a part of this project. All shrubs within sight restricted areas will be maintained at a low height as shown in the typical median section detail in the plans and Index 546.

The majority of the plant material is native and low maintenance. The Sand Cordgrass will need to be severely cut back once every two to three years to generate regrowth. All other shrubs and vegetation will only be trimmed as needed to promote a uniform and healthy appearance. All areas outside of the medians are un-irrigated with no proposed landscaping.

### REFERENCES

This reference list is provided as a courtesy. The list may not contain the most current websites. The most current references must be accessed for up to date information.

American National Standard Institute, ANSI A300, (Part 1) for Tree Care Operations – Trees, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning), available for purchase

http://www.treespecialists.com/pdfs/pruningstandards.pdf

Florida Department of Agriculture and Consumer Services, Division of Plant Industry, *Florida Grades and Standards for Nursery Stock*, available for purchase <a href="http://www.doacs.state.fl.us/pi/plantinsp/publications.html">http://www.doacs.state.fl.us/pi/plantinsp/publications.html</a>

Florida Department of Transportation, FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 544 Landscape Installation

http://www.dot.state.fl.us/rddesign/rd/RTDS/08/544.pdf

Florida Department of Transportation, FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 546 Sight Distance at Intersections

http://www.dot.state.fl.us/rddesign/rd/RTDS/08/546.pdf

Florida Department of Transportation, FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 700 Roadside Offsets <a href="http://www.dot.state.fl.us/rddesign/rd/RTDS/08/700.pdf">http://www.dot.state.fl.us/rddesign/rd/RTDS/08/700.pdf</a>

Florida Department of Transportation, FDOT Plans Preparation Manual (PPM) Vol. I Chapters 2.11.5, Horizontal Clearance to Trees, Table 2.11.9 Horizontal Clearance and Clear Zone; Figure 4.1.2 Clear Zone; and Table 25.4.11.1 Clear Zone Width (feet) and Table 25.4.14.6 (for existing) trees

http://www.dot.state.fl.us/rddesign/PPMManual/2008/Volume1/zChap02.pdf

Florida Department of Transportation, FDOT Standard Specifications for Road and Bridge Construction, Section 580 Landscape Installation http://www.dot.state.fl.us/specificationsoffice/Implemented/CurrentBK/CurrentSpecs/580.pdf

Florida Department of Transportation, *Maintenance Rating Program Handbook* http://ombnet.dot.state.fl.us/procedures/bin/850065002.pdf

Florida Department of Transportation, Landscape Architecture Website http://www.dot.state.fl.us/emo/beauty/beauty.shtm

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Interlocking Concrete Pavement Institute (ICPI) <a href="http://www.icpi.org/">http://www.icpi.org/</a> http://www.fisstate.org

International Society of Arboriculture (ISA) <a href="https://www.isa-arbor.com">www.isa-arbor.com</a>

Manual on Uniform Traffic Control Devices <a href="http://www.mutcd.fhwa.dot.gov">http://www.mutcd.fhwa.dot.gov</a>

Florida Irrigation Society <a href="http://www.fisstate.org">http://www.fisstate.org</a>

Florida Department of Community Affairs (FCA), Florida Board of Building Codes & Standards, Florida Accessibility Code for Building Construction <a href="http://www.dca.state.fl.us/fbc/publications/l\_publications.htm">http://www.dca.state.fl.us/fbc/publications/l\_publications.htm</a>

Guide to Roadside Mowing and Guide to Turf Management, available for purchase <a href="http://infonet.dot.state.fl.us/SupportServicesOffice/plist.htm">http://infonet.dot.state.fl.us/SupportServicesOffice/plist.htm</a>

Accessible Sidewalk Videos (ADA) <a href="http://www.access-board.gov/news/sidewalk-videos.htm">http://www.access-board.gov/news/sidewalk-videos.htm</a>

**SECTION Nos.:** 

86100000, 86220000

86190000, 86015000 86080000, 86016000

S.R. Nos.:

7, 817, 823, 818, 848

COUNTY: FM Nos.:

Broward 40843915401

416553-1-58-01 41323-1-52-02 413796-1-52-01 421672-1-52-01 403698-1-72-01

WPI Nos.

4119110, 4119110, 4119110, 4612014, 4110571, 4111149,

4110998

### **EXHIBIT F**

### PENDING DEPARTMENT PROJECT(S) COST ESTIMATE

ı. State Road 7 (US 441)

**APPROXIMATE PROJECT COST:** 

\$212,895.00

II. State Road 817 (University Drive)

**APPROXIMATE PROJECT COST:** 

\$90,000.00

See attached Estimates. Amounts are approximate

Pay	©onstructionalism			and the second	To al Cost
Item No		DIAILS.			digital Cost
570-1-2	Performance Turf (St. Augustine)	SY	5,200	\$3.25	\$16,900.00
SUBTO					\$16,900.00
	pe Complete (Small Plants)			e Alexandra	<b>SECTION</b>
	Red Tip Cocoplum (Chryslobalanus Icaco)	EA	372	\$10.00	1 1 1 1 1 1 1 1 1
580-1-1	Firebush (Hamelia Patens)	EA	98	\$8.00	7
580-1-1	Saw Palmetto (Serenoa Repens)	EA	130	\$60.00	
580-1-1	Green Island Ficus (Ficus Microcarpa)	EA	332	\$12.00	
	Fl. Gamma Grass (Tripsacum Floridana)	EA	409	\$8.00	
580-1-1	Muhly Grass (Muhlenbergia Capillaris)	EA	70	\$8.00	4
	1" Layer Topsoil over all landscape areas	SY	6,200	\$0.50	\$3,100.00
SUBTOT	AL				\$23,220.00
	pe Complete (Large Plants)	島政治	<b>建筑地域</b>		ALCOHOLD !
	S. Fl. Slash Pine (Pinus Elliotti Densa)	EA	47	\$220.00	
	Live Oak (Quercus virginiana)	EA	5	\$750.00	
	Cabbage Palm (Sabal Palmetto)	EA	15	\$180.00	, , , , , , , , , , , , , , , , , , ,
SUBTOT	AL				\$16,790.00
	Irrigation System	LS	1	\$155,985.00	\$155,985.00
SUBTOT	AL				\$155,985.00
TOTAL F	ESTIMATED CONSTRUCTION COST				\$212,895.00
	FDOT Contribution:				\$150,120.00
	Town of Davie Contribution:				\$62,775.00
<b> </b>					<del></del>

Opinion of Probable Construction Costs

S.R. 7 (U.S. Highway 441)

Median Landscape and Irrigation Plans
FPID No. 416876-1-52-01
Project Limits: From Orange Drive (Sta. 372+35) south to I-595 Overpass (Sta. 401+00)

Town of Davie, florida

Date: November 26, 2008

	SR 81	317 UNIVERSITY DRIVE - Lar	17 UNIVERSITY DRIVE - Landscape & Irrigation Cost Estimate				LAST UPDATE: 3/25/2009	3/25/200	6
PAY ITEM	FDOT FI	FPI# 421672-1-52-01, Cotleur & Hearing Project# 08-0508 - TOWN OF DAVIE	Project# 08-0508 - TOWN OF DAVIE		GRAND TOTAL	JAIL -	INSTALLED		
NO.	λ	DESCRIPTION					UNIT COST W/ MAINT.	SUB-	SUB-TOTAL
			SIZE REMANS	E	PLAN	FINAL			
570-1-2		PERFORMANCE SOD (ST. AUGUSTINE - FLORITAM)	SEE PAY ITEM NOTES, SHEET LD-3	λ	2,392		\$ 4.50	*	10,764.00
580-1-1		SMALL PLANTS	SEE PAY ITEM NOTES, SHEET LD-3	รา	-				
	ם	Chrysobalanus icaco 'Red Tip' - Red Tip Cocoplum	#3 GAL, 1.5'x 1.5', 2.5' OC		298		\$ 10.08	•	3,003.84
	G	Chrysobalanus icaco 'Horizontalis' - Dwarf Cocoplum	#3 GAL, 1'x 1.5', 2' OC		366		\$ 10.71	•	3,919.86
	E	Euphorbia milii 'Rosy' (Pink) - Dwarf Crown of Thorns	#1 GAL, 8"x 8", 1.5' OC		338		\$ 6.30	•	2,129.40
	윺	Hamelia patens 'Macrantha' - Dwarf Firebush	#3 GAL, 1.5′x 2′, 2.5′ OC		212		\$ 10.71	•	2,270.52
	2	Ilex vomitoria 'Stokes Dwarf' - Dwarf Yaupon Holly	#3 GAL, 1'x 1', 2' OC		777		\$ 11.34	•	3,141.18
	A	Juniperus parsonii - Parsons Juniper	#3 GAL, 1'x 1.5', 2' OC		211		\$ 10.71	•	2,259.81
	88	Spartina bakeri - Sand Cordgrass	#3 GAL, 1.5'x 1.5', 2' OC		125		\$ 10.08	44	1,260.00
580-1-2		LARGE PLANTS	SEE PAY ITEM NOTES, SHEET LD-3	LS	1		,		
	ş	Quercus virginiana - Live Oak	16'x 7', 4.5" CAL, FULL, 5' CT		1		\$ 428.40	•	428.40
	g.	Sabal palmetto - Sabal Palmetto	10', 14', 20' CT, STGG, (1/3 EACH SIZE), SLICK, STRAIGHT TRUNK		6		\$ 176.40	•	1,587.60
	SR	Serenoa repens - Saw Palmetto	#7 GAL, 2'x 2', 4' OC		236		\$ 88.20	. \$	20,815.20
590-70		IRRIGATION SYSTEM	SEE PAY ITEM NOTES, SHEET LD-3	rs	1			\$ 2	25,401.43
639-1-22		ELECTRICAL POWER SERVICE (U.G.)	SEE PAY ITEM NOTES, SHEET LD-3	AS	. 1			\$ 1.	12,000.00
				TOTAL L	ANDSCAPE A	ND IRR	TOTAL LANDSCAPE AND IRRIGATION COST	- 1	88,981.24
					TOT	L LAND:	TOTAL LANDSCAPE BUDGET \$	\$ \$	90,000.00
									Ī

TOTAL AMOUNT OVER/UNDER BUDGET \$1,018.76

# **IRRIGATION S'STEM COST ESTIMATE - Town of Davie**

SR 817 Universy Drive FDOT FPI# 42167-1-52-01, Cotleur & Hearing Project# 08-0508

March:

\$ 25,41	TOTAL IRRIGATION COST	L IRRIGA	101/		
•	\$ 0.34 \$	6,200	<u>*</u>	Low Voltage Wire	
50	\$ 2,200.00		rs.	Misc. Fittings, Perrs & Contingency	
•	\$ 9.25	70	* Fi	PVC Sch. 80 Sleev& Installation	···
40	\$ 5.80	1345	* F	PVC Sch. 40, 2" Maline	
₩	\$ 0.76	2743	<u>*</u>	PVC Sch. 160 Latel Pipe	
56	\$ 3,000.00	_	EA ·	2" Well and 2 HP Gulds Pump Station with Rain Sensor, Controlle and (Optional) Rusnhibitor System	
₩	\$ 285.00	14	ΕA	IRRITROL 100 Seis 1-1/2" Electric Valve with Actuators	
<b>S</b>	\$ 30.25	ω	ΕA	HUNTER PGP Rot on PVC Riser	
<del>\$</del>	\$ 28.00	47	EA	HUNTER PGP Rot Heads	
45	\$ 22.00	53	EA	RAINBIRD 1800 Sies 12" Pop up heads	
₩	\$ 15.00	66	ΕA	RAINBIRD 1800 Sies 6" Pop up heads	
\$	\$ 7.50	_	ΕA	Bubbler	
				IRRIGATION YSTEM	590-70
SUB-TOT/	UNIT COST	TOTAL QTY	UNIT	ITEM DESCRIPTION	PAY ITEM NO.

<sup>\*</sup> PIPE & WIRE QUANTITIESASED ON SCHEMATIC LAYOUT SHOWN IN THESE PLANS. ACTUAL QUANTITIES MAY VARY